# BID AND CONTRACT DOCUMENTS FOR

## 2023 SIDEWALK REPLACEMENT

# CITY OF READING BERKS COUNTY, PENNSYLVANIA

Prepared for: *The City of Reading* 



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## **NOTICE AND INSTRUCTIONS**

## CITY OF READING, PENNSYLVANIA

## NOTICE TO CONTRACTORS

The City of Reading is requesting bids for the 2023 Sidewalk Project. An electronic proposal inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program (pennbid.procureware.com). Proposals shall be received until 3:00 P.M., prevailing time on, April 27, 2023.

Specifications and Proposal Forms for the above work can be obtained via Penn Bid at pennbid.procureware.com

Each proposal shall be accompanied by bid surety in the amount of 10% of the bid proposed value. A certified check or bid bond will be accepted.

The City of Reading reserves the right to accept or reject any and all bids, and to accept or reject any part of a bid, as may be in the public interest.

**Purchasing Coordinator** 

### PROPOSAL SUBMISSION

An electronic proposal, inclusive of all requested information and supporting documents, shall be submitted via the PennBid Program (pennbid.procureware.com). Proposals shall be received until 3:00 P.M., prevailing time on, April 27, 2023.

Specifications and Proposal Forms for the above work can be obtained via Penn Bid at pennbid.procureware.com.

Bids received after the hour specified, will not be considered

Bid security, in the amount of 10% of proposed bid value in the form of a cashier check or bid bond which shall accompany each proposal. This bid security may be a Certified or Cashier's Check, or a bid bond furnished by a surety company, satisfactoryto the City of Reading. The successful qualified bidder(s), upon award of contract, shall furnish at the time of execution of the following:

- 1) Qualified Contractors shall have a minimum of five (5) years in business experience and preferably located in the City of Reading.
- 2) Contractor(s) shall have a valid City of Reading business privilege license
- 3) Current liability insurance for a minimum aggregate coverage \$1,000,000.
- 4) Provide a proof of valid worker's compensation insurance, employer's liability with limits not less than \$100,000 per accident.
- 5) Current Worker Comp valid for the duration of the project

In case the contract is awarded to a bidder who fails to enter the contract or to deliver all required certifications listed above and signed affidavits, the cashier check deposited shall become absolute property of the City; or if a bond has been deposited, it shall become payable immediately. Cash, checks or bonds deposited will be returned to unsuccessful bidders as soon as the contract is awarded, or all bids rejected.

## **INSURANCE**

The Contractor, at the time of execution of the contract, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Reading, its agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City beforehand.

## WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

The status of the Contractor in the work to be performed by the Contractor is that of any independent Contractor and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Contractor, his sub-contractors, agents, or employees have been negligent, and the Contractor shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Contractor shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty. The Contractor shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Contractor shall indemnify and save harmless the City from all suits or actions of law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Contractor's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Contractor shall maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Contractor's liability insurance shall be in the names of the Contractor and the City, as their respective interests may appear. Certificates of such insurance shall be filed with the City Risk and Safety Manager.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

**Comprehensive General Liability** – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$500,000 per occurrence and \$1,000,000 in the annual aggregate.

**Business Automobile Liability** – For owned, non-owned, leased and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

**Professional Liability** – in minimum amounts of \$500,000 per occurrence and \$1,000,000 aggregate.

**Worker's Compensation** – Statutory limits in each state in which Service Provider is required to provide Worker's Compensation coverage including "All States" and "Voluntary Compensation" endorsement, and a Waiver of Subrogation endorsement in favor of the County.

**Employer's Liability** – with limits of not less than \$100,000 Accident – Each Accident, \$100,000 Disease – Each Employee; and \$500,000 Disease – Policy Limit.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: City of Reading, 815 Washington Street, Reading, PA 19601. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City.

Please forward a certificate of insurance verifying these insurance requirements.

Liability insurance shall include automobile coverage, including "hired automobiles and non-ownership automobiles."

Liability insurance shall include the hazard of collapse, damage to underground utilities, underground blasting, and excavation. Prior to any blasting which may be required, blasting insurance shall be obtained by the Contractor in an amount satisfactory to Community Development.

Liability insurance shall include the hazard of building collapse and of damage to adjoining properties and/or to individuals located within or adjacent to each project site.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

## WAGES AND EMPLOYMENT REQUIREMENTS

Bidder agrees that not less than the \$20.00 per hour will be paid for any labor retained on site. This is not a prevailing wages contract.

## **EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Contractor may send to each labor union or representative of workers with which the Contractor has acollective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Contractor, commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The City emphasizes based on the general funds assigned for this project, the sidewalk replacement contract administered by Community Development DOES NOT fall under the Federal or State prevailing wages.

In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

## EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

## SUPERVISION OF WORKERS

The Contractor shall provide qualified supervision of each crew at all times while working under this contract. Each supervisor shall be authorized by the Contractor to accept and act upon all directives issued by the City. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

This contract will be under the direct supervision of the City or its authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Contractor and the City authorized representatives and shall be made prior to commencement of the altered or modified work. No claims for extra work or materials shall be allowed unless covered by written agreement.

### **SUBCONTRACTS**

The Contractor shall not be allowed to subcontract work under this contract unless written approval is granted by the City. The Subcontractor, as approved, shall be bound by the conditions of the contract between the City and the Contractor. The authorization of a Subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Contractor. All directions given to the Subcontractor in the field shall bind the Contractor as if the notice had been given directly to the Contractor.

#### QUALITY

Where a bid is asked for a certain article or "Approved Equal" and the bidder intends to furnish an article which the bidder considers equal to the one named, the bidder must specify in the bid the name and grade of said article. All disputes concerning grade and quality of materials or work shall be determined by a person duly authorized by the City.

## TIME OF COMPLETION

The bidders are herewith cautioned that the time of completion indicated in their proposal must be complied with. To ensure timely completion, the qualified bidders will be required to furnish adequate equipment, and qualified personnel in sufficient numbers at all times.

Where a date is set for delivery of materials or the performance of work, said materials must be delivered, or work performed, in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party will be canceled and awarded to the next lowest responsible bidder.

## **BUSINESS PRIVILEGE TAX**

The City of Reading imposes a Business Privilege License, at \$55.00 per calendar year. In addition, a Business Privilege Tax is imposed at the rate of 2-1/4 mills upon the gross receipts attributable to business conducted within the City of Reading.

## PERMITS/LICENSES

The Contractor shall, at his expense, pay all fees and procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Contractor shall give any and all necessary formal notices required in conjunction with the lawful prosecution of the work of this contract.

## **BASIS OF PAYMENT**

The City of Reading is tax exempt.

## OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Contractor at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in anyway affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

### PRE-BID MEETING

A mandatory pre-bid meeting will be held for this Project on

March 23, 2023 at 10:00AM City Hall

## WITHDRAWAL OF PROPOSALS/BIDS

Bids may be modified or withdrawn within PennBid at any time prior to the due date and time listed in the invitation to bid. After a bid has been opened, it may not be withdrawn except as provided by Act of January 23, 1974, P.L. 9 No. 4, as same may be amended.

No bids may be withdrawn for a period of ninety (90) days following the formal opening and receipt of bids by the City of Reading.

## **BID REJECTION**

The City of Reading reserves the right to reject any or all bids and to accept or reject any part of any bid. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

### **EXECUTION OF CONTRACT**

The successful and qualified Bidders shall, within ten (10) calendar days after mailing of contract documents by the Cityto the Principal, enter into contract with the City on form as included within the bidding documents for theappropriate bonds, indemnities and insurances required hereunder.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons.

All attachments are considered as part of this document.

## METHOD OF PAYMENT

Payments shall be based on an invoice submitted by the Contractor or approved representative Construction Manager. The City shall have the right to withhold disbursement funds if in the City's opinion construction work for which payment has been requested is of poor workmanship, contrary to any applicable codes and contract specifications, violation of appropriate paperwork requirements that are not up to date and approved for this billing period, Contractor fails to comply with this Agreement, or for other conditions or circumstances which the City deems not to be in the best interest of the public.

Five percent (5%) of each Contractor invoice request shall be retained by the City on this contract until it is completed up to City codes and contract specifications and approved by a City Officialor person representing a City Official (Architect or Engineer).

## ACCESS TO ACCOUNTING RECORDS

The contractor shall certify that all materials, equipment, and labor charged to the City are accounted for and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The City or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after the final payment.

### ASSIGNMENT OF REFUND RIGHTS

The City is not subject to federal, state, or local sales or use tax or federal excise tax. Contractor hereby assigns to City all of its rights, title, and interest in any sales or use tax which may be refunded as a result of the purchase of any materials purchased in connection with the Contract and Contractor, unless directed by the City, shall not file a claim for any sales or use tax refund subject to this assignment. Contractor authorizes the City, in its own name or the name of the Contractor, to file a claim for a refund of any sales or use tax subject to this assignment.

### CONTRACTS WITH SUBCONTRACTORS

The Contractor agrees to include the above references paragraphs in any contract with subcontractors and to provide proof thereof to the City of Reading if requested.

## NOTICE TO PROCEED

The Contractor shall begin work on the job site within ten (10) days after receiving Notice to Proceed from the City.

### DISCONTINUANCE OF WORK

Any practice obviously hazardous as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice.

## CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

- 1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
- 2. The contractor is not adequately complying with the specifications.
- 3. The contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
- 4. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
- 5. The contractor refuses to proceed with work when and as directed by the City.
- The contractor abandons the work.

Contractors who have questions concerning various aspects of this Contract should contact the following persons:

### QUESTIONS REGARDING SPECIFICATIONS OR BID PROCESS

To ensure fair consideration for all bidders, the City prohibits communication to or with any department or division manager or employee during the bid process with the exception of those questions relative to interpretation of specifications of the bid process. Such questions shall be submitted to via PennBid by 2:00pm on April 13, 2023. Responses to questions shall be issued to all bidders in the form of a written addendum no later than April 20, 2023.

<u>Notice</u>: Payment of invoices are subject to the terms and conditions of the sources of funding for this project.

## DOCUMENTS TO BE SUBMITTED WITH BID

### **PROPOSAL**

| i ioposai oi. | Pro | posal | of: |
|---------------|-----|-------|-----|
|---------------|-----|-------|-----|

Name:

Address:

TO: Mayor,

City of Reading 815 Washington Street Reading, PA 19601

## Dear Mayor:

In conformity with City Plans and specifications, all as prepared by the Community Development Department and after an examination of the site of the work, and the Contract Documents, including the instructions to Bidders, Form of Proposal, Bid Bond and Conditions, the undersigned submits this proposal, and encloses herewith as proposal guaranty, a Certified or Treasurer's Check, or Bid Bond, in an amount five hundred dollar (\$500.00) of the bid herein submitted, which it is understood will be forfeited if this proposal is accepted by the City of Reading, and the undersigned fails to furnish executed the contract within the time stipulated; otherwise, the guarantee will be returned.

The undersigned declares that no Member of Council, Director of Department, Division Manager, deputy thereof or clerk therein, or other officer of the City of Reading, is directly or indirectly interested as principal, surety of otherwise in this proposal or has any supervision or overall responsibility for the implementation in administration of the contract.

It is certified that the undersigned is the only person(s) interested in this proposal as principal and that the proposal is made without collusion with any person, firm, or corporation.

It is hereby agreed to execute the contract on the forms enclosed in the Contract Documents, within ten (10) days of mailing of the contract documents from the City to the Principal, and to begin work within ten (10) days after receipt of Notice to Proceed from the City of Reading.

It is proposed to furnish and deliver all materials, tools, equipment, power, tests and transportation, perform all labor, superintendence, and all means of construction, and do all incidental work, and to execute, construct and finish in an expeditious and workman-like manner, in accordance with the plans and specifications, to the satisfaction and acceptance of the Department of Community Development of the City of Reading and its Engineer as stated on the attached Bid Form.

## **BID FORM**

## 2023Sidewalk Repair Project And Public

## Sidewalk Replacement

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#### **ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Reading 815 Washington Street, Reading PA 19601

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, unless award is delayed by a required approval from a government agency, the sale of bonds, or the award of a grant, in which event, the Bids shall remain open for a period of one hundred twenty (120) calendar days from the date of bid opening. The Owner will either award the contract within the applicable time period or reject all Bids, returning the Bid Security to the Bidders. A thirty (30) day time extension of the date for the award may be made by the mutual written consent of the Owner and the lowest responsible, responsive Bidder.
- 2.02 Bidder will sign and submit the Agreement along with the Bonds and other documents requires by the Bidding Requirement within the time period indicated in the Notice of Award.

## **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 3.01 In submitting this Bid, Bidder represents that:
  - A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum, Date |
|--------------|----------------|
|              |                |
|              |                |
|              |                |
|              |                |

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3)Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## **ARTICLE 4 – BIDDER'S CERTIFICATION**

## 4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid:
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner, and
- E. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.E:

- 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
- 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

### **ARTICLE 5 – BASIS OF BID**

## 5.01 2023 Sidewalk Repair Project (Specification 11000 Section 1.3)

A. Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price(s):

# Property Addresses for Qualified Residents be based on schedule of Summary 2023 SCHEDULE OF PRICES

Estimated Quantity

y Bid Price

The following items of Work are EXTRA items. They are not part of the scope of work for this project as described on the plans and specifications. They shall only be provided by the Contractor and paid the Owner if so directed in writing by the Engineer. The EXTRA Work items are included in the Total Bid Price. They will be used in determining the low bidder and awarding the Contract.

|     | • • •   | Sidewalk<br>Area | Measurements of sidewalk Area | Bid Unit Price | Total Price for each house |
|-----|---|------------------|-------------------------------|----------------|----------------------------|
| 1.  | 811 Master Street, see attached                         | SF               |                               |                | \$                         |
|     | pictures appendix A.                                    |                  |                               |                |                            |
| 2.  | 518 N 12 <sup>th</sup> Street, see attached             | SF               |                               |                | \$                         |
|     | pictures appendix A.                                    |                  |                               |                |                            |
| 3.  | 1474 Fairview Street, see                               | SF               |                               |                | \$                         |
|     | attached pictures appendix A.                           |                  |                               |                |                            |
| 4.  | 1728 Fairview Street, see                               | SF               |                               |                | \$                         |
|     | attached pictures appendix A.                           |                  |                               |                |                            |
| 5.  | 335 S 4 <sup>th</sup> Street, see attached              | SF               |                               |                | \$                         |
|     | pictures appendix A.                                    |                  |                               |                |                            |
| 6.  | 1029Robenson Street, see                                | SF               |                               |                | \$                         |
|     | attached pictures appendix A.                           |                  |                               |                |                            |
| 7.  | ,   | SF               |                               |                | \$                         |
|     | pictures appendix A.                                    |                  |                               |                |                            |
| 8.  | 331 W. Green Street, see                                | SF               |                               |                | \$                         |
|     | attached pictures appendix A.                           |                  |                               |                |                            |
| 9.  | 932 N 2nd, see attached pictures                        | SF               |                               |                | \$                         |
|     | appendix A.   |                  |                               |                |                            |
| 10. | 1200 Fidelity Street, see attached pictures appendix A. | SF               |                               |                | \$                         |
| 11. | 114 A Mulberry Street, see                              | SF               |                               |                | Ś                          |
|     | attached pictures appendix A                            |                  |                               |                | <b>T</b>                   |
| 12. |   | SF               |                               |                | S                          |
|     | pictures appendix A                                     |                  |                               |                |                            |
| 13. |   | SF               |                               |                | Ś                          |
|     | pictures appendix A                                     |                  |                               |                | •                          |
| 14. |   | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  |                               |                | •                          |
| 15. | 1566 Cotton Street, see attached                        | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  |                               |                |                            |
| 16. | 138 N 2 <sup>nd</sup> Street, see attached              | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  |                               |                |                            |
| 17. | 18 Cryoden TC. see attached                             | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  |                               |                |                            |
| 18. | 723 Warren Street, see attached                         | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  |                               |                |                            |
| 19. | 625 Kathryn Street, see attached                        | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  |                               |                |                            |
| 20. | <b>'</b>  | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  | 1                             |                |                            |
| 21. | 800 Old Wyomissing Rd, see                              | SF               |                               |                | \$                         |
|     | attached pictures appendix A                            |                  |                               |                |                            |
| 22. | , ,   | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  |                               |                | 4                          |
| 23. | ·   | SF               |                               |                | \$                         |
|     | pictures appendix A                                     |                  | 1                             |                |                            |

|     | Address of property                     | Sidewalk | Measurements     | Bid Unit Price | Total Price for each |
|-----|---|----------|------------------|----------------|----------------------|
|     |   | Area     | of sidewalk Area |                | house                |
| 24. | 1333 N 5 <sup>th</sup> St, see attached | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 25. | 1235 N 5 <sup>th</sup> St, see attached | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 26. | 226 W Greenwich St, see                 | SF       |                  |                | \$                   |
|     | attached pictures appendix A            |          |                  |                |                      |
| 27. | 838 Mcknight St, see attached           | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 28. | 1202 Schuylkill Ave, see attached       | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 29. | 436 W Oley St, see attached             | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 30. | 247 S 10 <sup>th</sup> St, see attached | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 31. | 631 Laurel St, see attached             | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 32. | 1669 Cotton St, see attached            | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 33. | 1504 Fairview St, see attached          | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 34. | 535 S 18 <sup>th</sup> St, see attached | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |
| 35. | 538 Laurel Street, see attached         | SF       |                  |                | \$                   |
|     | pictures appendix A                     |          |                  |                |                      |

## Total of All Lump Sum and Unit Price Items 5.01A 1through 35 equals the Total Bid Price

\$

Total Amount of Bid in written words

The Contract will be awarded to the responsive Bidders with the lowest Total Bid Price of all Lump Sum and Unit Price bid items.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The use of the word "complete" or "in place" in the Schedule of Prices shall be understood to mean the item of Work includes all labor, materials, tools, equipment, excavation (regardless of material encountered), backfill, restoration, reseeding and incidental work necessary to complete the item.

All specified cash allowances are included in the price(s) set forth above and have been computed inaccordance with Paragraph 13.02 of the General Conditions.

## 5.02 Public Sidewalk Replacement Contract (Specification 11000 Section 1.8)

A. Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum and Unit Price(s):

The Contract will be awarded to the responsive Bidder with the lowest Total Bid Price of all Lump Sum and Unit Price bid items.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The use of the word "complete" or "in place" in the Schedule of Prices shall be understood to mean the item of Work includes all labor, materials, tools, equipment, excavation (regardless of material encountered), backfill, restoration, reseeding and incidental work necessary to complete the item.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 13.02 of the General Conditions.

## **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the contract documents on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 7 – DEFINED TERMS**

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## **ARTICLE 8 – BID SUBMITTAL**

| BIDDER: [Indicate correc  | t name of bidding entity]  |
|---------------------------|--|
| By:<br>[Signature]        |  |
| [Printed name]            |  |
| - <u> </u>                | n, a limited liability company, a partnership, or a joint venture, attach sign.) |
| Attest:<br>[Signature]    |  |
| [Printed name]            |  |
| Title:                    |  |
| Submittal Date:           |  |
| Address for giving notice | es:  |
|                           |  |
|                           |  |
| Telephone Number:         |  |
| Fax Number:               |  |
| Contact Name and e-ma     | il address:  |
|                           |  |
| Bidder's License No.:     |  |
|                           | (where applicable)   |

++ END OF BID FORM ++

# (CORPORATION PRINCIPAL) FORM OF BID SURETY

## BOND

| KNOW ALL MEN BY THESE PRESENTS that we, the                 | undersigned,   |
|---|--|
| as Principal (the "Principal"                               | '), and  |
| a corporation organized and existing under laws of the_     | of, as   |
| Surety (the "Surety"), are held and firmly bound unto       | as   |
| Obligee (the "Obligee"), as hereinafter set forth, in the f | full and just sum of                                 |
| Five hundred  | Dollars  |
| (\$500.00),   |  |
| lawful money of the United States of America, for the p     | payment of which sum we bind ourselves, our          |
| heirs, administrators, executors, successors and assigr     | ns, jointly and severally, firmly by these presents. |
|   |  |
|   |  |
|   |  |
| (Name of Corporation)                                       |  |
| (Vice) President  | By:  |
| , ,   |  |
| Allesi.   |  |
| (Assistant Secretary)                                       |  |
|   |  |
| (Corporate Seal)  |  |
|   |  |
| (OR, IF API   | PROPRIATE)   |
|   |  |
| (Name of Corporation)                                       |  |
| (Authorized Penresentative)                                 | By:  |
| (Authorized Nepresentative)                                 |  |
|   |  |
| Signed  |  |
| (Corporate Seal)<br>(OR, IF API                             |  |

## (CORPORATION PRINCIPAL)

Subscribed and sworn to before me on
this \_\_ day of \_\_\_\_\_, 20 \_\_

(Title)

My Commission Expires:

(Title)

## (CORPORATION SURETY)

|                | (Name of Corporation) |     |
|----------------|-----------------------|-----|
|                | (Attorney-In-Fact)    | By: |
| Witness:       |                       |     |
|                |                       |     |
|                |                       |     |
| (Corporate Sea | l)                    |     |

<sup>\*\*</sup> Attach an appropriate Power of Attorney, valid and in effect as of the date of this affidavit, evidencing the authority of the Attorney-In-Fact to act in behalf of the corporation.

## NON-COLLUSION AFFIDAVIT

## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 <u>et seq.</u>, governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

This Non-Collusion affidavit must be executed by the member, officer, or employee of the bidder who is authorized to legally bind the bidder.

Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.

In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.

The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any form of bid submitted for the purpose of giving a false appearance of competition.

Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

| State of  |  |
|-----------|--|
| County of |  |
|           | , being first duly sworn, deposes and says that:   |
| He/She is | (Owner, Partner, Officer, Representative or Agent) of, the Bidder that has submitted the attached Bid or Bids; |

He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said Bidder nor any of its officers; partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overheld, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Reading or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and,

Neither the said Bidder nor any of its officers, partners, owners, agents, or parties in interest, have anyinterest, present or prospective, that can be reasonably construed to result in a conflict of interest between them and the City of Reading, which the Bidder will be required to perform.

| I state that   | understands   |
|--|---|
| (Name of Firm)   |   |
| of Reading in awarding the contract(that any misstatement in this affidavi | presentations are material and important and will be relied on by the City s) for which this bid is submitted. I understand and my firm understands t is and shall be treated as fraudulent concealment from the City of he submission of bids for this contract. |
| (Name and Company Position)  |   |
| SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY OF, 20 _                        |   |
| Notary Public  | My Commission Expires   |

## PROVIDER'S CERTIFICATION OF NON-INDEBTEDNESS TO THE CITY OF READING

Provider hereby certifies and represents that Provider and Provider's parent company(ies) and subsidiary(ies) are not currently indebted to the City of Reading (the "City"), and will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Provider acknowledges that any breach or failure to conform to this certification may, at the option of the City, result in the withholding of payments otherwise due to Provider and, if such breach or failure is not resolved to the City's satisfaction within a reasonable timeframe specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of this Contract for default (in which case Provider shall be liable for all excess costs and other damages resulting from the termination).

|         | NAME OF PROVIDER            |
|---------|-----------------------------|
| Ву:     | AUTHORIZED SIGNATORY        |
| Title:  |                             |
|         | PRESIDENT OR VICE PRESIDENT |
| Attest: |                             |

## RESOLUTION NO. 192-92

WHEREAS, reportedly, twenty-five cement manufacturing facilities in the United States are currently burning well over two billion pounds a year of hazardous waste as a source of fuel and additional profit in the cement manufacturing process; and

WHEREAS, approximately twenty cement manufacturing facilities are seeking permission to start this practice; and

WHEREAS, sufficient data and evidence as to the safety of cement products made from hazardous waste has not been proven; and

WHEREAS, it is in the best interest of the citizens of the City of Reading in regard to their health and quality of life that cement derived from hazardous waste be banned from any City projects.

NOW, THEREFORE, the Council of the City of Reading resolves that the City of Reading will not purchase cement from any facility that burns hazardous waste as fuel in its manufacturing process, nor allow the use of concrete made from this type of cement. This policy shall be reflected in city bid specifications.

PASSED COUNCIL April 1, 1993

WARREN H. HAGGERTY, JR. Mayor

ATTEST:

RUTH M. THOMPSON City Clerk

## STATEMENT REGARDING MANUFACTURE OF CEMENT

The following statement is to be signed by an authorized officer of the company.

The undersigned contractor hereby certifies in accordance with City of Reading Resolution #192-92, that any cement used in performance of this contract shall not have been manufactured by a process using hazardous materials, as defined by the Environmental Protection Agency, in the manufacture and makeup thereof.

| CONTRACTOR |  |
|------------|--|
| Ву:        |  |
| T'0.       |  |
| Title:     |  |
| ATTEST:    |  |
|            |  |
|            |  |

## CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

| Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001. |         |  |
|---|---------|--|
| DATE:,  |         |  |
| BY(NAME OF BIDDER)  | (TITLE) |  |
| OFFICIAL ADDRESS:   |         |  |

## CONTRACTOR'S STATEMENT FOR PUBLIC DISCLOSURE \*

| 1.  | a/  | Name of Contractor:   |  |  |
|---|---|---|--|--|
|   | b/  | Address and Zip Code of Contractor:   |  |  |
| 2.  | If the Contractor is not an individual doing business under his own name, the Contractor has the indicated below and is organized or operating under the laws of: |   |  |  |
|   |   | a corporation   |  |  |
|   |   | a partnership known as:   |  |  |
| a business association or a joint venture known as: |   |   |  |  |
|   | a Federal, State or Local government or instrumentality thereof   |   |  |  |
|   |   | other (explain)   |  |  |
| 3.  | If the Contractor is not an individual or a government agency or instrumentality, give date of organization:  |   |  |  |
| 4.  | princip   | Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, investors other than a government agency or instrumentality, are set forth as follows: |  |  |
|   | a/  | If the Contractor is a corporation, the officers, directors, trustees, and each stockholder owning more than 10% of any share of stock.   |  |  |
|   | b/  | If the Contractor is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.  |  |  |
|   | c/  | If the Contractor is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.   |  |  |
|   | d/  | If the Contractor is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.   |  |  |

\* If space on this form is inadequate for any requested information, this should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

## Page 32 Contractor's Statement for Public Disclosure

NAME, ADDRESS & ZIP CODE

POSITION TITLE (if any) AND PERCENT OF INTEREST OR DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

5. Name, address and nature and extent of interest of each person or entity (not named in response to Item 4) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Contractor (for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Contractor, or more than 50% of the stock in a corporation which holds 20% of the stock of the Contractor).

NAME, ADDRESS & ZIP CODE

DESCRIPTION OF CHARACTER AND EXTENT OF INTEREST

- 6. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 4 or Item 5 above:
- 7. Is the Contractor a subsidiary of or affiliated with any other corporation or any other firm or firms?

  \_\_\_\_ YES \_\_ NO. If yes, list each such corporation or firm by name and address, specify its relationship to the Contractor, and identify the officers and directors or trustees common to the Contractor and such other corporation or firm:
- 8. Other federal grant projects under Title I of the Housing and Community Development Act of 1974 (CP.L.93-383), as amended, in which the Contractor or any of the principals of the Contractor is or has been the contractor, or a stock-holder, officer, director or trustee, or partner of such a contractor:
- 9. If the Contractor or a parent corporation, a subsidiary, an affiliate or a principal of the Contractor is to participate in the work or services as a Subcontractor or consultant:
  - a/ Name and address of such Subcontractor or consultant:
  - b/ Has such Subcontractor within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a contract?

\_\_\_YES \_ NO. If yes, explain:

## Page 33 Contractor's Statement for Public Disclosure

c/ Outstanding contract bids of such Subcontractor or consultant:

Awarding Agency Amount Date Opened
\$

- 10. Brief statement respecting equipment, experience, financial capacity, and other resources available to such Subcontractor or consultant for the performance of the work or services involved in the contract, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the Subcontractor or consultant.
- 11. a/ Does any member of the governing body or employee of the Local Public Agency or any officer or employee of the Local Public Agency who exercises any functions or responsibilities in connection with the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? \_ YES\_\_NO. If yes, explain:
  - b/ Does any member of the governing body of the locality in which the Public Improvement Project is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the awarding and/or carrying out of the contract have any direct or indirect personal interest in the Contractor or in the Contractor's performance under the contract? YES NO. If yes, explain:

## **CERTIFICATION**

| I (We)                        | certify that this   |
|-------------------------------|---|
| Contractor's Statement for Pu | iblic Disclosure is true and correct to the best of my (our) knowledge and beliefs. |
|                               |   |
| DATED:                        | DATED   |
|                               | <u> </u>  |
| (SIGNATURE)                   | (SIGNATURE)   |
| (OIOIVATORE)                  | (SIGIVATORE)  |
| (TITLE)                       |   |
| (11122)                       | (11122)   |
| (ADDRESS & ZIP CODE)          | (ADDRESS & ZIP CODE)  |

- 1 If the Contractor is an individual, this Statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this Statement.
- 2 <u>Penalty For False Certification</u>: Section 1001, Title 18, of the U.S.C. provides a fine of not more than \$10,000, or imprisonment of not more than five years, or both, for knowingly and willfully making or using any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry in a matter within the jurisdiction of any Department of the United States.

## (ONLY AS NEEDED)

## CERTIFICATE OF ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM

## THE CITY OF READING

| ADDENDUM NO                            | TO BID FOR:   |
|--|---|
| OPENING DATE:                          |   |
|  | NOTICE  |
|  | <u>NOTICE</u>   |
|  | signed, attached to, and returned with your proposal to the City of Reading by the above. This sheet is now part of the Contract Documents. |
| I, HEREBY CERTIFY,<br>ACCOUNT WITH THE | HAT THE CHANGES COVERED BY THIS ADDENDUM HAVE BEEN TAKEN INTO<br>FOTAL BID PRICE.   |
| Firm Name (Type or P                   | nt)   |
| Authorized Signature_                  | Title   |
| Name (Type or Print)                   | Date  |

# CONTRACT DOCUMENTS

#### CONTRACT

NOTE: This contract is not to be filled in until contract is awarded. THIS AGREEMENT, made and concluded this year two thousand and\_\_\_\_\_, by and between the City of Reading, a municipal corporation of the Commonwealth of Pennsylvania, located in the County of Berks, said Commonwealth, party of the first part, \_\_\_\_, Contractor, party of the second part, pursuant to law and to the provisions and requirements of the ordinance of the City of Reading, Pennsylvania. WITNESSETH, that the parties to these presents, each in consideration of the agreements on the part of the other herein contained, have agreed, and hereby do agree, the party of the first part for itself, its successors and assign, and the party of the second part for itself, himself, or themselves, its successors, or his or their executors and administrators as follows: CONTRACTOR'S GENERAL AGREEMENT. The Contractor covenant, promises and agrees to and with the party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing date of and hereto attached, to furnish all the material, machinery, equipment, tools, labor and transportation, except as hereinafter otherwise provided, at his own cost, necessary or proper for the purpose of executing the work embraced in this contract in a good, substantial and workmanlike manner, and in strict accordance with the specifications pertaining to this contract a herein contained. PARTS OF CONTRACT. The Location Map; Notice to Contractors; Bid Instructions; Documents to be Submitted with Bid: Contract Documents: Documents to be Submitted During the Course of the Contract: Wage Rate Determinations; Notice of Preconstruction Requirements and Pre-Construction Conference Questionnaire; Affirmative Action Requirements; General Provisions; Supplementary General Terms and Conditions; Technical Specifications; Supplementary Technical Specifications; and Correspondence and Supportive Documentation shall each form a part of the Contract. THE CONTRACT SUM. The City shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds as follows: (state here the lump sum amount, unit prices, or both as desired in individual cases.) Where the quantities originally contemplated are so changed that application of the agreed unit price to the quantity of work performed is shown to create a hardship to the Owner or the Contractor, there shall be an equitable adjustment of the Contract to prevent such hardship. TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the

TIME & MANNER OF DOING WORK. The party of the second part agrees to commence the construction of the work to be done under this contract, immediately upon receiving written notice from the Director of Public Works, or other applicable Director, so to do and to complete the entire work as specified in the technical specifications, it being expressly agreed and understood that the time of beginning, rates of progress and time of completion of the work are essential under this contract. Time is to be considered to be the essence of this contract.

STIPULATED DAMAGES. The Contractor shall begin work within ten (10) days of receipt of written notice from the applicable Director, to do so. If the Contractor fails to complete and finish the work in conformity with the terms and provisions of this Contract within the time hereinbefore specified, he shall pay to the City the sum of Five Hundred Dollars (\$500.00) for each and every day thereafter, including Sundays and holidays, that the finishing of the Contract is delayed, which sum shall be construed as stipulated and liquidated damages and not as a penalty and shall be deducted from the amount due by the terms of the Contract; provided, however, that in case of justifiable delay, the City shall extend the time for completion of said work as provided for in Article G.7, but no extension of time for any reason beyond the time fixed herein for the completion of the work shall be deemed a waiver by the City of the right to abrogate this Contract for abandonment for delay.

LIENS. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the City a complete release of all liens arising out of this Contract, or receipts in full in lien thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipts include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

| BASIS OF CONTRACT. This contract is founded on   |  |
|--|--|
| N WITNESS WHEREOF, the said City of Reading has caused this Agreement to be executed by its nd its corporate seal to be hereunto affixed, duly attested by its City Clerk, and the party of the seco |  |
| ne day and year first above written.   |  |
| CITY OF READING  |  |
| Sy:<br>Mayor   |  |
| TTEST:   |  |
| City Clerk   |  |
| signed and Sealed in the Presence of   |  |
| CONTRACTOR   |  |
| PRESIDENT  |  |
| SECRETARY  |  |

# STIPULATION AGAINST LIENS

| WHEREAS,  | , hereinafter called the CONTRACTOR, has   |
|---|--|
| entered into a CONTRACT, dated                                | , hereinafter called the CONTRACTOR, has d, 20, with hereinafter called the CITY, to provide materials and   |
| perform labor necessary for the n                             | nanufacture and furnishing of the: as set forth in the CONTRACT  |
| said CONTRACT, and for the cor<br>SUBCONTRACTOR or material i | is hereby stipulated and agreed by and between the said parties, as part of the insideration therein set forth, that neither the undersigned CONTRACTOR, any man, nor any other person furnishing labor or materials to the said FRACT shall file a lien, commonly called a mechanic's lien, for WORK done or manufacture. |
|   | and shall be filed with the Berks County Prothonotary within ten (10) days th the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the in such case provided.   |
|   | the parties hereto have caused the signature of their proper officers to beday of  |
| (SEAL)  |  |
|   | BY:  |
| (CITY OF READING)   | TITLE:   |
| ATTEST:   |  |
| BY:   |  |
| TITLE:  | -  |
| (SEAL)  |  |
|   | (CONTRACTOR)   |
| ATTEST:   | BY:  |
|   | TITLE:   |
| BY:   | _  |
| TITLE:  | _  |
|   |  |
|   |  |

# INDEMNITY AGREEMENT & HOLD HARMLESS

# KNOW ALL MEN BY THESE PRESENTS:

| WHEREAS, the under | signed has entered intercylding for the           | o a contract with the C                       | TY OF READING, dated   |
|--------------------|---|---|--|
|                    | noviding for the                                  |   | TY OF READING, datedCity of Reading, Pennsylvania.   |
| NOW, THEREFORE,    | n consideration of the                            | award of said contract                        |  |
| to the said agre   | _by the City of Reading<br>es to indemnify and sa | ng, receipt whereof is have harmless the CITY | ereby acknowledged, the said<br>OF READING, its officers, agents                                 |
|                    | o or pay by reason of                             | any bodily injury (includ                     | nses which the said CITY may<br>ling death) or damage to property<br>der the aforesaid contract. |
| EXECUTED this      | _ day of  | , 20  |  |
|                    | Ву:   |   |  |
|                    | Title:  |   |  |
| ATTEST:            |   |   |  |
|                    |   |   |  |
| (Title)            |   |   |  |

# NOTICE TO PROCEED

TO:

|   |                       | Project   |                                  |
|---|-----------------------|---|----------------------------------|
|   |                       | Contract No   |                                  |
|   |                       | Amount of Contract  |                                  |
| 20, an                                  | nd shall fully comple | mmence work on the referenced contract on or beforete all of the work of said contract withinconsecutive ate is therefore, 20 | ,<br>e calendar days             |
| The contra<br>consecutive<br>incomplete | ∕e calendar day afte  | assessment of the sum of \$as liquidated er the above established contract completion date that the                           | damages for each<br>work remains |
| Dated this                              | day of_               | , 20  |                                  |
|   |                       | Ву  |                                  |
|   |                       | Title   |                                  |
|   |                       | ACCEPTANCE OF NOTICE  |                                  |
| Receipt of                              | foregoing Notice to   | Proceed is hereby acknowledged  |                                  |
| Ву                                      |                       |   |                                  |
| this                                    | day of                | 20  |                                  |
|   |                       | Ву  |                                  |
|   |                       | Title   |                                  |

# ATTACHMENT 1

# **TECHNICAL SPECIFICATIONS**

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#### SECTION 011000 - SUMMARY

#### PART 1 - GENERAL

# 1.1 SUMMARY

#### A. Section Includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Access to site.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification and drawing conventions.
- 7. Public Sidewalk Replacement Contract.

# 1.2 PROJECT INFORMATION

- A. Project Identification: 2023 Sidewalk Repair Project.
  - 1. Project Location: City of Reading, Pennsylvania
- B. Owner: City of Reading.
  - 1. Owner's Representative: Jamal Abodalo, Director, Community Development Services.

# 1.3 WORK TO BE PERFORMED BY THE OWNER

- A. Owner is to power wash and remove debris from the area of work prior to the Contractor beginning any work in each location.
- B. All coordination regarding timing of cleaning of areas are to be performed by the Contractor.
- C. Following completion of site cleaning, Owner is to provide Contractor with written documentation stating such.

# 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. Contractor to shall be awarded a two year contract to perform the sidewalk and/or curb removal and reinstallation
- B. Contractor is responsible for all stake-out and curb elevations for all project sites and locations described below.

- C. The Work of Project is defined by the Contract Documents and consists of removal of existing sidewalk, properly dispose of all material, sidewalk installation, which includes all labor, materials, bonds, mobilizations for complete installation of sidewalk and/or curb in the following City Owned properties:
- D. Protect all building and adjacent structures during construction activities. Protect all utilities and hydrants during construction activities. Do not cover any manholes or valves at grade. Protect all trees and vegetation not scheduled to be removed during construction activities. Repair damage caused by construction operations.

#### 1.5 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  - 2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

#### 1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
  - 1. No work is to be performed on holidays or weekends without Owner's written consent.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  - 1. Notify Engineer and Owner not less than two days in advance of proposed utility interruptions.

SUMMARY 011000 - 2

- 2. Obtain Engineer's and Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Engineer and Owner not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Engineer's and Owner's written permission before proceeding with disruptive operations.

#### 1.7 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### 1.8 PUBLIC SIDEWALK REPLACEMENT CONTRACT

- A. The City of Reading is working on a residential sidewalk grant program that will be piloted over the next year(s). Residents of the City of Reading may apply to have their sidewalks replaced under criteria that the City of Reading has set forth in the pilot program. The sidewalk areas approved to be replaced would be assigned to a contractor and replaced within a three-month period from the date the contractor receives the assignment. The overall contract with the contractor may be for a one (1), two (2) or three (3) year period of time.
- B. In addition to the contract for the City owned properties noted above in Section 1.3 contracts may be awarded to several contractors for additional sidewalk removal and replacement for

SUMMARY 011000 - 3

various residential properties located within the City of Reading City Limits. This contract may range from zero (\$0) dollars per year up to the contract amounts defined in Section 1.9 C.

- C. The contract amount to be awarded for the following years are:
  - 1. 2023: \$0 to \$400,000
- D. Work to be performed shall be residential in nature, as commercial and industrial properties are not eligible for the piloted grant program.
- E. Award of the Prime Contract as defined by Section 1.3 is not necessary for, nor does it eliminate, eligibility for the Public Sidewalk Replacement Contract.
- F. Public Sidewalk Replacement Contract is to be awarded on a Unit Price basis as described on the bid form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SUMMARY 011000 - 4

#### SECTION 013216 - CONSTRUCTION PROGRESS SCHEDULE

#### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Submittals.
- B. Bar chart schedules.
- C. Updating schedules.

#### 1.2 SUBMITTALS

- A. Within 20 days after date of Notice to Proceed, submit proposed schedule in electronic format.
- B. Submit schedule as specified in Section 013300 Submittal Procedures.
- C. Schedule Updates:
  - 1. Overall percent complete, projected and actual.
  - 2. Completion progress by listed activity and subactivity, to within five working days prior to submittal.
  - 3. Changes in Work scope and activities modified since submittal.
  - 4. Delays in submittals or resubmittals, deliveries, or Work.
  - 5. Adjusted or modified sequences of Work.
  - 6. Other identifiable changes.
  - 7. Revised projections of progress and completion.

# D. Narrative Progress Report:

- 1. Submit with each monthly submission of Progress Schedule.
- 2. Summary of Work completed during the past period between reports.
- 3. Work planned during the next period.
- 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
- 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
- 6. Corrective action taken or proposed.

#### 1.3 BAR CHART SCHEDULES

- A. Format: Bar chart Schedule, to include at least:
  - 1. Identification and listing in chronological order of those activities reasonably required to complete the Work, including:

- a. Subcontract Work.
- b. Delivery dates including required lead times.
- c. Move-in and other preliminary activities.
- d. Project closeout and cleanup.
- e. Work sequences, constraints, and milestones.
- 2. Listings identified by Specification Section number.
- 3. Identification of the following:
  - a. Horizontal time frame by year, month, and week.
  - b. Duration, early start, and completion for each activity and subactivity.
  - c. Critical activities and Project float.
  - d. Subschedules to further define critical portions of Work.

#### 1.4 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial and Total Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of separate Contractors.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

#### SECTION 013233 – PHOTOGRAPHIC DOCUMENTATION

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final completion construction photographs.

# 1.2 SUMMARY

- A. Section Includes:
- B. Section 013300 Submittal Procedures for submitting photographic documentation.
- C. Section 017700 Closeout Procedures.

#### 1.3 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project Site with notation of vantage points marked for location and direction of each photograph and video recording.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of 8 megapixels.
  - 2. Format: JPG with minimum 3200 by 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
  - 3. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and Contact information for photographer.
    - c. Name of Engineer.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.
    - g. Unique sequential identifier keyed to accompanying key plan.

### 1.4 USAGE RIGHTS

A. Transfer copyright usage rights to Owner for unlimited use and reproduction of photographic documentation.

# PART 2 - PRODUCTS - Not Used

#### **PART 3 - EXECUTION**

#### 3.1 GENERAL

- A. Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
  - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.

## 3.2 PRECONSTRUCTION PHOTOGRAPHS

- A. Photographic documentation is required prior to the start of any construction. Coverage shall include everything within the construction limits as identified on the Contract Drawings.
- B. Include coverage driveways, sidewalks, curbs, ditches (to show drainage patterns), street (as full width as possible), landscaping, trees, shrubs, culverts, catch basins, retaining walls, headwalls, fences, visible utilities, and building exteriors within the zones of influence. Buildings should be identified visibly when possible.
- C. Properly identify all photographs by number, date, locations and project name.

#### 3.3 PERIODIC CONSTRUCTION PHOTOGRAPHS

A. Take photographs periodically through the construction process. Select vantage points to show status of construction and progress since last photographs were taken.

# 3.4 FINAL COMPLETION CONSTRUCTION PHOTOGRAPHS

A. Take color photographs after completion of the sidewalk and all forms and construction equipment/tools have been removed. Submit documentation of each sidewalk repair as project record documents. Select vantage points to show status of construction and progress since last photographs were taken.

#### SECTION 013300 - SUBMITTAL PROCEDURES

# PART 1 - GENERAL

# 1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Shop Drawings.
- G. Other submittals.
- H. Test reports.
- I. Certificates.
- J. Contractor review.
- K. Engineer review.

#### 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

# 1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Engineer accepted form.
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.

- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Engineer at business address. Coordinate submission of related items.
- F. For each submittal for review, allow fifteen (15) days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. The Engineer's approval of the Contractor's submittal is for general conformance with the design concept only. Although the Engineer may review submittals in more or less detail, such reviewing is an effort to discover errors and omission in the Contractor's submittals and to safeguard the Owner from unnecessary costs and delays resulting from errors or omissions in the Contractor's submittals. The Engineer's review shall in no way relieve the Contractor of his obligation and responsibility to coordinate the Work and plan the details of the Work or to relieve him of his responsibility in fulfilling the purpose and intent of the Contract. Review by the Engineer shall not be construed as placing on him or on the Owner any responsibility for the accuracy, proper fit, functioning or performance of any phase of the Work included in the Contract.
- K. For all re-submittals except for the first, Engineer and Engineer's consultants will record manhours required for review of the re-submittal. At the discretion of the Owner, Contractor may be charged for review of such repeat re-submittals at Engineer's (and Engineer's consultant's) current hourly rates. Charges for repeat re-submittals will be subtracted from Contractor's next progress payment.
- L. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- M. Submittals not requested will not be recognized nor processed.
- N. Incomplete Submittals: Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of/Engineer.

#### 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedule in duplicate within twenty (20) days after the Notice to Proceed as per Section 013216 Construction Progress Schedule.
- B. Review and resubmit as required.

- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a CPM construction schedule with separate task for each major portion of Work or operation identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stage and other logically grouped activities. Indicate the early and late start, early and late finish, float dates and duration.
- F. Indicate estimated percentage of completion for each item of Work at each submittal.
- G. Indicate submittal dates required for shop drawings, product data, samples and product delivery dates, including those furnished by Owner and required by Allowances.

## 1.5 PROPOSED PRODUCT LIST

- A. Within ten (10) days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

# 1.6 PRODUCT DATA

- A. Action Submittal: Submit to Engineer for review for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittals via email as PDF electronic files.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 Execution and Closeout Requirements.

#### 1.7 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Engineer for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit electronic submittal via email as PDF.
- C. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 Execution and Closeout Requirements.

# 1.8 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 017000 Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.9 TEST REPORTS

- A. Informational Submittal: Submit reports for Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.10 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Engineer.

#### 1.11 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Engineer.
- B. Contractor: Responsible for:
  - 1. Determination and verification of materials including manufacturer's catalog numbers.
  - 2. Determination and verification of field measurements and field construction criteria.
  - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
  - 4. Determination of accuracy and completeness of dimensions and quantities.
  - 5. Confirmation and coordination of dimensions and field conditions at Site.
  - 6. Construction means, techniques, sequences, and procedures.
  - 7. Safety precautions.
  - 8. Coordination and performance of Work of all trades.

- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Engineer.

# 1.12 ENGINEER REVIEW

- A. Do not make "mass submittals" to Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 20 or more submittals or items in one week. If "mass submittals" are received, Engineer's review time stated above will be extended as necessary to perform proper review. Engineer will review "mass submittals" based on priority determined by Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Engineer's information, do not require Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order.
- E. Owner may withhold monies due to Contractor to cover additional costs beyond the second submittal review.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

# SECTION 014000 - QUALITY REQUIREMENTS

#### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Testing and inspection services.

# 1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Comply with installation instructions, including each step in sequence.
- D. Should instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Perform Work using persons qualified to produce required and specified quality.
- F. Products, materials, and equipment may be subject to inspection by Engineer at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- G. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.
- H. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion and disfigurement.

## 1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference in reference documents.

#### 1.5 TESTING AND INSPECTION SERVICES

- A. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Engineer.
- B. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Engineer or Owner.
- C. Reports shall be submitted by independent firm to Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
  - 1. Submit final report indicating correction of Work previously reported as noncompliant.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Engineer and independent firm twenty-four (24) hours before expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- E. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.

- F. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- G. Agency Responsibilities:
  - 1. Test Samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at Site. Cooperate with Engineer and Contractor in performance of services.
  - 3. Perform indicated sampling and testing of products according to specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  - 6. Perform additional tests required by Engineer.
  - 7. Attend preconstruction meetings and progress meetings when requested.
- H. Agency Reports: After each test, promptly submit two (2) copies of report to Engineer, Contractor, and authorities having jurisdiction. When requested by Engineer, provide interpretation of test results. Include the following:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Name of inspector.
  - 4. Date and time of sampling or inspection.
  - 5. Identification of product and Specification Section.
  - 6. Location in Project.
  - 7. Type of inspection or test.
  - 8. Date of test.
  - 9. Results of tests.
  - 10. Conformance with Contract Documents.
- I. Limits on Testing Authority:
  - 1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency or laboratory may not approve or accept any portion of the Work.
  - 3. Agency or laboratory may not assume duties of Contractor.
  - 4. Agency or laboratory has no authority to stop the Work.

PART 2 - PRODUCTS Not Used

PART 3 - EXECUTION Not Used

#### SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.

# B. Related Requirements:

1. Section 311000 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

# 1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.3 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

## 1.4 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:

- 1. Material category.
- 2. Generation point of waste.
- 3. Total quantity of waste in tons.
- 4. Quantity of waste salvaged, both estimated and actual in tons.
- 5. Quantity of waste recycled, both estimated and actual in tons.
- 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
- 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- C. Qualification Data: For waste management coordinator.

# PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

#### 3.1 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

#### SECTION 017700 - CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Final cleaning.
  - 4. Repair of the Work.

# B. Related Requirements:

1. Section 013233 "Photographic Documentation" for submitting final completion construction photographic documentation.

#### 1.2 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

# 1.3 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

#### 1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
  - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Engineer or Construction Manager. Label with manufacturer's name and model number where applicable.
    - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Engineer's or Construction Manager's signature for receipt of submittals.
  - 5. Submit test/adjust/balance records.
  - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
  - 1. Advise Owner of pending insurance changeover requirements.
  - 2. Complete final cleaning requirements
  - 3. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

# 1.6 FINAL COMPLETION PROCEDURES

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
  - 1. Submit a final Application for Payment
  - 2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Engineer and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

# 1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A.
  - 1. Organize list of spaces in sequential order.
  - 2. Submit list of incomplete items in the following format:
    - a. MS Excel electronic file. Engineer, through Construction Manager, will return annotated copy.
    - b. PDF electronic file. Engineer, through Construction Manager, will return annotated copy.
    - c. Three paper copies unless otherwise indicated. Engineer, through Construction Manager, will return two copies.

# PART 2 - PRODUCTS

#### 2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

# PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

#### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

- a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
- 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
- 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

#### SECTION 311000 - SITE CLEARING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Temporary erosion and sedimentation control.
- 2. Clearing and grubbing.
- 3. Topsoil Stripping.
- 4. Site Improvements.
- 5. Disposal of Surplus and Waste Materials.

#### 1.2 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

#### 1.3 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

# PART 2 - PRODUCTS

# 2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
  - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

# PART 3 - EXECUTION

#### 3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be removed.
- C. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

#### 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

#### 3.3 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
  - 1. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
  - 2. Use only hand methods or air spade for grubbing within protection zones.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

# 3.4 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

# 3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

#### 3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

#### SECTION 312000 - EARTH MOVING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

#### A. Section Includes:

- 1. Excavating and filling for rough grading the Site.
- 2. Preparing subgrades for walks and pavements.
- 3. Subbase course for concrete walks and pavements.

#### 1.2 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

#### 1.3 INFORMATIONAL SUBMITTALS

A. Material test reports.

# 1.4 FIELD CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.

#### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

Liquid Limit: 40
 Plasticity Index: 15

- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 294/D 2940M 0; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch (37.5-mm) sieve and zero to 5 percent passing a No. 8 sieve.

### 2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored to comply with local practice or requirements of authorities having jurisdiction.
- B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored to comply with local practice or requirements of authorities having jurisdiction.

# PART 3 - EXECUTION

# 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

# 3.2 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### 3.3 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.4 SUBGRADE INSPECTION

A. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

# 3.5 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
  - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

# 3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

# 3.7 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use satisfactory soil material.
  - 3. Under steps and ramps, use engineered fill.
  - 4. Under building slabs, use engineered fill.
  - 5. Under footings and foundations, use engineered fill.

#### 3.8 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

- 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
- 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

# 3.9 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.

### 3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch
  - 2. Walks: Plus or minus 1 inch
  - 3. Payements: Plus or minus 1/2 inch
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

### 3.11 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course under pavements and walks as follows:
  - 1. Shape subbase course to required crown elevations and cross-slope grades.

- 2. Place subbase course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
- 3. Compact subbase course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

# 3.12 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs- on-grade as follows:
  - 1. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
  - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D 698.

# 3.13 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

# 3.14 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

# 3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

#### PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section Includes Concrete Paving. Including the Following
  - 1. Roadways
  - 2. Curbs and gutters.
  - 3. Walks.

### B. Related Requirements:

- 1. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.
- 2. Section 321726 "Tactile Warning Surfacing" for detectable warning tiles, mats, and pavers.
- 3. Pennsylvania Department of Transportation Publication 408
  - a. Section 100 General Provisions
  - b. Section 500 Rigid Pavements
  - c. Section 501 Reinforced or Plain Cement Concrete Pavements

### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

# 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer of stamped detectable warnings, ready-mix concrete manufacturer, and testing agency.
- B. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Fiber reinforcement.
  - 4. Admixtures.
  - 5. Curing compounds.
  - 6. Applied finish materials.
  - 7. Bonding agent or epoxy adhesive.
  - 8. Joint fillers.
- C. Material Test Reports: For each of the following:
  - 1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.
- D. Field quality-control reports.

# 1.6 QUALITY ASSURANCE

- A. Stamped Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual Section 3, "Plant Certification Checklist").
- C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

### 1.7 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

- 1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
- 2. Do not use frozen materials or materials containing ice or snow.
- 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 (ACI 301M) and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### PART 2 - PRODUCTS

# 2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 (ACI 301M) unless otherwise indicated.

### 2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
  - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

# 2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.
- C. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.
- D. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.

- E. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.
- F. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars.
- G. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 (Grade 420) deformed bars; assembled with clips.
- H. Plain-Steel Wire: ASTM A 1064/A 1064M, as drawn.
- I. Deformed-Steel Wire: ASTM A 1064/A 1064M.
- J. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A; coated, plain.
- K. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 (Grade 420) plain-steel bars.
- L. Tie Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.
- M. Hook Bolts: ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6), internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- N. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- O. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.
- P. Zinc Repair Material: ASTM A 780/A 780M.

# 2.4 CONCRETE MATERIALS

- A. Comply with Pennsylvania Department of Transportation Publication 408, Section 700 Material unless otherwise directed by the City.
- B. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
  - 1. Portland Cement: ASTM C 150/C 150M, portland cement Type I.
  - 2. Fly Ash: ASTM C 618, Class C or Class F.

- 3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
- 4. Color of cement to be determined by the City of Reading during construction.
- C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 4M, uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
  - 1. Maximum Coarse-Aggregate Size: 3/4 inch (19 mm) nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:
  - 1. Aggregate Sizes: 1/2 to 3/4 inch (13 to 19 mm) nominal.
- E. Air-Entraining Admixture: ASTM C 260/C 260M.
- F. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- G. Water: Potable and complying with ASTM C 94/C 94M.

### 2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. (305 g/sq. m) dry or cotton mats.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

# 2.6 RELATED MATERIALS

- A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork or self-expanding cork in preformed strips.
- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy-Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
  - 1. Types I and II, nonload bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch (3 to 6 mm).
- F. Pigmented Mineral Dry-Shake Hardener: Factory-packaged, dry combination of portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.
  - 1. Color: As selected by Architect from manufacturer's full range.
- G. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch sieve and 85 percent retained on a No. 8 (2.36-mm) sieve.

# 2.7 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301 (ACI 301M), for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
  - 2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  - 1. Fly Ash or Pozzolan: 25 percent.
  - 2. Slag Cement: 50 percent.

- 3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-1/2-inch (38-mm) nominal maximum aggregate size.
  - 2. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-inch (25-mm) nominal maximum aggregate size.
  - 3. Air Content: 5 percent plus or minus 1-1/2 percent for 3/4-inch (19-mm) nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.30 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture in concrete as required for placement and workability.
  - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd. (0.60 kg/cu. m).
- G. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.
- H. Concrete Mixtures: Normal-weight concrete.
  - 1. Compressive Strength (28 Days): 4000 psi (24.1 MPa).
  - 2. Maximum W/C Ratio at Point of Placement: 0.45.
  - 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
  - 4. Solar Reflectance Index: Not less than 29.

# 2.8 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For concrete batches of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.

- 2. For concrete batches larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
- 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

# **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
  - 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph (5 km/h).
  - 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons (13.6 tonnes).
  - 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch (13 mm) according to requirements in Section 312000 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

# 3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch (50-mm) overlap of adjacent mats.

## 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
  - 2. Provide tie bars at sides of paving strips where indicated.
  - 3. Butt Joints: Use epoxy-bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 50 feet (15.25 m) unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch (13 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows, to match jointing of existing adjacent concrete paving:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch (6-mm) radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

### 3.6 CONCRETE PLACEMENT

- A. Comply with Pennsylvania Department of Transportation Publication 408, Section 501 Reinforced or Plain Cement Concrete Pavements for all concrete placement within PennDOT Right-of-Ways.
- B. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- C. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- D. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- E. Comply with ACI 301 (ACI 301M) requirements for measuring, mixing, transporting, and placing concrete.
- F. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- H. Consolidate concrete according to ACI 301 (ACI 301M) by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

- I. Screed paving surface with a straightedge and strike off.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
  - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

### 3.7 DETECTABLE WARNING INSTALLATION

- A. Blockouts: Form blockouts in concrete for installation of detectable paving units specified in Section 321726 "Tactile Warning Surfacing."
  - 1. Tolerance for Opening Size: Plus 1/4 inch (6 mm), no minus.
- B. Cast-in-Place Detectable Warning Tiles: Form blockouts in concrete for installation of tiles specified in Section 321726 "Tactile Warning Surfacing." Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete to comply with Section 321726 "Tactile Warning Surfacing" immediately after screeding concrete surface.

### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing moisture-retaining-cover curing compound or a combination of these as follows:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch (300-mm) lap over adjacent absorptive covers.

- 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
- 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

### 3.9 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 (ACI 117M) and as follows:
  - 1. Elevation: 3/4 inch (19 mm).
  - 2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
  - 3. Surface: Gap below 10-feet- (3-m-) long; unleveled straightedge not to exceed 1/2 inch (13 mm).
  - 4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches (13 mm per 300 mm) of tie bar.
  - 5. Lateral Alignment and Spacing of Dowels: 1 inch (25 mm).
  - 6. Vertical Alignment of Dowels: 1/4 inch (6 mm).
  - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches (6 mm per 300 mm) of dowel.
  - 8. Joint Spacing: 3 inches (75 mm).
  - 9. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
  - 10. Joint Width: Plus 1/8 inch (3 mm), no minus.

# 3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. (465 sq. m) or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.

- 4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when it is 80 deg F (27 deg C) and above, and one test for each composite sample.
- 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
- 6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
  - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28- day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

### 3.11 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.
- B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

| D.                    | Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections. |
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| END OF SECTION 321313 |   |
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### SECTION 321373 - CONCRETE PAVING JOINT SEALANTS

### PART 1 - GENERAL

### 1.1 SUMMARY

### A. Section Includes:

- 1. Cold-applied joint sealants.
- 2. Hot-applied joint sealants.
- 3. Joint-sealant backer materials.
- 4. Primers.

### 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each kind and color of joint sealant required.
- C. Paving-Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

# 1.3 INFORMATIONAL SUBMITTALS

A. Product certificates.

### PART 2 - PRODUCTS

# 2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

### 2.2 COLD-APPLIED JOINT SEALANTS

- A. Single-Component, Nonsag, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type NS.
- B. Single-Component, Self-Leveling, Silicone Joint Sealant: ASTM D 5893/D 5893M, Type SL.

- C. Multicomponent, Nonsag, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use T.
- D. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type S, Grade P, Class 25, for Use T.
- E. Multicomponent, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C 920, Type M, Grade P, Class 25, for Use T.

### 2.3 HOT-APPLIED JOINT SEALANTS

- A. Hot-Applied, Single-Component Joint Sealant: ASTM D 6690, Type I.
- B. Hot-Applied, Single-Component Joint Sealant: ASTM D 6690, Type I or Type II.
- C. Hot-Applied, Single-Component Joint Sealant: ASTM D 6690, Type I, II, or III.

#### 2.4 JOINT-SEALANT BACKER MATERIALS

- A. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- B. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D 5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D 5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

# 2.5 PRIMERS

A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

### PART 3 - EXECUTION

# 3.1 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Cleaning of Joints: Clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
- C. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer.

- D. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions.
- E. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of joint-sealant backings.
  - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
  - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- F. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
  - 1. Place joint sealants so they fully contact joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
  - 1. Remove excess joint sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- H. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.
- I. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.

**END OF SECTION 321373** 

### SECTION 321726 - TACTILE WARNING SURFACING

### PART 1 - GENERAL

### 1.1 SUMMARY

- A. Section Includes:
  - 1. Cast-in-place detectable warning tiles.

# 1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for each type of exposed finish requiring color selection.

### PART 2 - PRODUCTS

### 2.1 TACTILE WARNING SURFACING, GENERAL

- A. Accessibility Requirements: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines for Buildings and Facilities and ICC A117.1 for tactile warning surfaces.
  - 1. For tactile warning surfaces composed of multiple units, provide units that when installed provide consistent side-to-side and end-to-end dome spacing that complies with requirements.

### 2.2 DETECTABLE WARNING TILES

- A. Cast-in-Place Detectable Warning Tiles: Accessible truncated-dome detectable warning tiles with replaceable surface configured for setting flush in new concrete walkway surfaces, with slip-resistant surface treatment on domes and field of tile.
  - 1. Material: Cast-fiber-reinforced polymer concrete tile or Molded glass- and carbon-fiber-reinforced polyester.
  - 2. Color: to be determined by Owner during submittal process Red brick.
  - 3. Shapes and Sizes:
    - a. Rectangular panel, 12 by 12 inches (305 by 305 mm).
    - b. Radius panel, nominal 24 inches (610 mm) deep by [6-foot (1829-mm)] outside radius.
  - 4. Mounting:

a. Permanently embedded detectable warning tile wet-set into freshly poured concrete.

### PART 3 - EXECUTION

### 3.1 INSTALLATION OF TACTILE WARNING SURFACING

- A. General: Prepare substrate and install tactile warning surfacing according to manufacturer's written instructions unless otherwise indicated.
- B. Place tactile warning surfacing units in dimensions and orientation indicated. Comply with location requirements of AASHTO MP 12.
- C. Cast-in-Place Detectable Warning Tiles: Set each detectable warning tile accurately and firmly in place and completely seat tile back and embedments in wet concrete by tamping or vibrating. Set surface of tile flush with surrounding concrete and adjacent tiles. Remove concrete from tile surfaces and clean using methods recommended in writing by manufacturer.
- D. Removable Cast-in-Place Detectable Warning Tiles: Set each detectable warning tile accurately and firmly in place with embedding anchors and fasteners attached, and firmly seat tile back in wet concrete by tamping or vibrating. Set surface of tile flush with surrounding concrete and adjacent tiles. Remove concrete from tile surfaces and clean tiles using methods recommended in writing by manufacturer.
- E. Surface-Applied Detectable Warning Tiles: Prepare existing paving surface by grinding and cleaning as recommended by manufacturer. Apply adhesive to back of tiles in amounts and pattern recommended by manufacturer and set tiles in place. Install anchor devices through face of tiles and into pavement using anchors located as recommended by manufacturer. Apply sealant in continuous bead around perimeter of installation.
- F. Surface-Applied Detectable Warning Mats: Prepare existing paving surface by grinding and cleaning as recommended by manufacturer. Apply adhesive to back of mat and set mat in place. Firmly seat mat in adhesive bed. Install anchor devices through face of mat and into pavement using anchors located as recommended by manufacturer. Set heads of anchors flush with mat surface. Apply sealant in continuous bead around perimeter of mat.
- G. Remove and replace tactile warning surfacing that is broken or damaged or does not comply with requirements in this Section. Remove in complete sections from joint to joint unless otherwise approved by Engineer. Replace using tactile warning surfacing installation methods acceptable to Engineer.
- H. Protect tactile warning surfacing from damage and maintain free of stains, discoloration, dirt, and other foreign material.

**END OF SECTION 321726** 

# **ATTACHMENT 2**

# SIDEWALK REPAIR PICTURES